

Exhibit G

EXHIBIT A

APPLE INC.

**2003 EMPLOYEE STOCK PLAN
EQUITY AWARD GRANT PRACTICES POLICY**

The purpose of this Equity Award Grant Practices Policy (this "Policy") is to establish rules and procedures for the approval of equity-based awards to employees of Apple Inc. (the "Company") under the 2003 Employee Stock Plan (the "Plan"). The goals of this Policy are to:

- Ensure consistent practices in making award grants;
- Standardize the equity compensation process;
- Reduce the possibility of errors or irregularities in grant procedures;
- Facilitate management and timely reporting of grants;
- Ensure compliance with applicable laws, regulations, accounting and reporting requirements and the Plan; and
- Provide an additional channel for the Board of Directors (the "Board") and/or the Compensation Committee of the Board (the "Compensation Committee") to communicate and direct requirements and expectations with regard to equity compensation procedures.

1. Authority to Make Grants. Equity awards grants shall be made by the Board, the Compensation Committee or another Board committee to which such grant authority has been properly delegated. (The applicable body authorized to make the grant is referred to in this Policy as the "Administrator.") Although the Company's management may make recommendations to the Administrator regarding the granting of equity awards and carry out other ministerial duties, the authority to grant such awards or to take any other action with respect to such awards shall not be delegated to the Company's management or any other person.

2. Grant Dates. The grant date for each equity award (including a stock option) shall be the date formal action is taken by the Administrator (or such later, but not earlier, date as may be specified by the Administrator at the time of taking such action). Such formal action shall be taken at an in-person or telephonic meeting or by unanimous written consent and shall be taken in accordance with applicable law and the Company's bylaws and other governing documents (including the Plan and, if the action is taken by a committee of the Board, the Charter of that committee). If the grant is approved pursuant to an action by unanimous written consent, the formal action shall be considered to have been taken on the date the last approval is received by the Company. The grant date for an award to a newly hired employee shall be the later of the date on which the employee has commenced employment with the Company or the date on which formal action has been taken to approve the grant.

3. Records of Actions Approving Grants. The records of the formal action approving a grant (including an action by unanimous written consent) shall include the date of the meeting approving the grant (or in the case of grants approved by unanimous written consent, the dates on which the consent is executed by each director and, if different, the dates on which

the executed signature pages are received by the Company), the names of the recipients to whom awards were granted, the number and type of awards granted to each recipient, the vesting schedule of each award, any applicable purchase or exercise price (or method for determining the exercise price) for the awards, a reference to the plan or other authority under which the awards are granted, as well as the other terms and conditions on which the awards are granted (or a reference to the terms and conditions as set forth in a separate document, such as a form of option agreement presented to or previously approved by the Board or committee). In addition, the records of the formal action should indicate, in the case of grants to employees, the employee's title and job grade. Management shall not make any additions or changes to any of the foregoing information after the formal action is taken approving the grant. If grants are approved at a meeting, the Company's legal counsel shall be present at each meeting in which grants are approved and shall prepare drafts of meeting minutes promptly after the meeting date. The Company shall establish procedures for monitoring the transmission and receipt of unanimous written consents that shall facilitate the auditing of transmission, signature and receipt dates and content, segregation of responsibilities, independent process review, and records retention. The Company shall retain records of the formal action approving any grants of stock options for at least seven years after the expiration date of the option.

4. Exercise Prices of Option Grants. The exercise prices of all option grants shall be determined using the method prescribed by the Plan, provided that in all events the exercise price shall not be less than 100% of the fair market value of the Company's common stock on the grant date (or, if the grant date is not a trading day, the most recent trading day prior to the grant date). For these purposes, the fair market value shall be the closing market price (in regular trading, not after-hours trading) for the Company's common stock on the grant date (as reported in The Wall Street Journal or another widely accepted source as the Board or Compensation Committee deems reliable). The method for determining the fair market value of the Company's common stock for purposes of setting the exercise price of option grants shall be reviewed from time to time to ensure it is consistent with applicable accounting rules to avoid unintended accounting consequences.

5. Minimum Vesting Requirements for Option Grants.

- (a) No option grant under the Plan shall vest more rapidly than in monthly installments over the three-year period immediately following the grant date and vesting of any vesting installment of the option grant shall occur only if the recipient is an employee or consultant of the Company or one of its subsidiaries on the date such installment is scheduled to vest.
- (b) However, the Compensation Committee may accelerate or provide in the applicable option agreement for the accelerated vesting of any option grant in connection with one or more of the following:
 - a change in control of the recipient's employer (or ultimate parent);
 - the termination of the recipient's employment (including a termination of employment due to the recipient's death, disability or retirement, but not including a termination of employment by the recipient's employer for cause);
 - or
 - as consideration or partial consideration for a release by the recipient of pending or threatened claims against the Company, the recipient's employer, or any of their respective directors, officers, other employees, affiliates or

agents (regardless of whether the release is given in connection with a termination of employment by the recipient's employer for cause or other circumstances).

- (c) The Compensation Committee also may accelerate or provide in the applicable option agreement for the accelerated vesting of any option grant in circumstances not contemplated above and provide for a vesting schedule for such option grant that is shorter than the minimum schedule contemplated above, in such circumstances as the Compensation Committee may deem appropriate as long as the total number of shares subject to the portion of any such option grant and any other award under the Plan that vests earlier than the minimum vesting dates that would apply pursuant to the minimum vesting requirements above (or, as to any accelerated vesting, provides for accelerated vesting other than in the circumstances contemplated above) does not exceed five percent (5%) of the Plan's aggregate share limit.

6. Communication of Award Grants. All award grants shall be communicated to award recipients as soon as practicable after the grant date in accordance with the applicable accounting rules.

7. Internal Review and Oversight of Grant Procedures and Documentation. The Company's in-house legal, accounting and internal audit departments shall monitor and review grant procedures on an ongoing basis to ensure proper documentation and accounting for all equity award grants and compliance with applicable law, accounting guidelines, the Plan and this Policy. The Company's technical accounting department shall establish criteria and procedures to evaluate the accounting implications of recommended stock option grants. Management shall conduct an annual compliance review of option grants under the Plan and report its findings to the Board. The Company shall monitor industry and regulatory practices and periodically revise its practices as developments occur and updates are deemed advisable by the Board.

8. Amendment of Policy. The Board may, at any time, amend, modify or terminate this Policy or any provision hereof.